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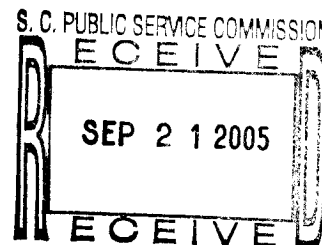
ORIGINAL

The Washington Harbour  
3000 K Street, N.W., Suite 300  
Washington, D.C. 20007-5116  
Phone 202.424.7500  
Fax 202.424.7647  
www.swidlaw.com

September 20, 2005


**BY OVERNIGHT DELIVERY**

Charles L.A. Terrini, Executive Director  
South Carolina Public Service Commission  
Saluda Building  
101 Executive Center Drive  
Columbia, SC 29210

**Re: Final Interexchange of ATX Licensing, Inc.**

Dear Mr. Terrini:

On behalf of ATX Licensing, Inc. ("ATX"), enclosed for filing is ATX's final interexchange tariff, SC P.S.C. Tariff No. 1. The Commission recently granted ATX a Certificate of Public Convenience and Necessity to provide resold intrastate interexchange telecommunications services in the State of South Carolina. *See* Docket No. 2005-23-C, Order No. 2005-480 (Sept. 9, 2005). This tariff is being filed in accordance with the requirements of that Order.

An original and ten (10) copies of this filing are enclosed. Kindly return the approved copies of these tariff in the enclosed envelope. Should you have any questions regarding this filing, please do not hesitate to contact Brett Ferenchak at (202) 424-7697. 

Respectfully submitted,



Brett P. Ferenchak

Counsel for ATX Licensing, Inc.

Enclosure

cc: Jack Pringle

TARIFF APPLICABLE TO COMPETITIVE  
INTEREXCHANGE TELECOMMUNICATIONS SERVICES  
WITHIN THE STATE OF SOUTH CAROLINA  
PROVIDED BY  
ATX LICENSING, INC. ("Company")

This tariff is on file with the South Carolina Public Service Commission ("Commission"), and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Issued: February 2, 2005

Effective: September 9, 2005

Bruce Bennett, Vice President - External Affairs  
ATX Licensing, Inc.  
2100 Renaissance Boulevard  
King of Prussia, PA 19406

APPLICATION OF TARIFF

This tariff contains the regulations and changes applicable to intrastate interexchange telecommunications services provided by ATX Licensing, Inc. to customers within the State of South Carolina.

SEVERABILITY

In case any one or more of the provisions contained on this Tariff shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Tariff shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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Issued: February 2, 2005

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EXPLANATION OF SYMBOLS  
AND ABBREVIATIONS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting in an Increase to a Customer's Bill
- M - Moved From Another Tariff Location
- N - New
- R - Change Resulting in a Reduction to a Customer's Bill
- T - Change in Text or Regulation

The following are the only abbreviations used for the purposes indicated below:

LATA - Local Access and Transport Area

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TARIFF FORMAT

- A. PAGE NUMBERING - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. PAGE REVISION NUMBERS - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. PARAGRAPH NUMBERING SEQUENCE - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).I.
- D. CHECK SHEETS - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e. the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is most current on file with the Commission.

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SECTION 1 - DEFINITION OF TERMS

ACCESS LINE - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a subscriber's location to ATX Licensing, Inc.' location or switching center.

AUTHORIZATION CODE - A numerical code, one or more of which may be assigned to a subscriber, to enable ATX Licensing, Inc. to identify the origin of service user so it may rate and bill the call. All authorization codes shall be the sole property of ATX Licensing, Inc. and no subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

AUTOMATIC NUMBERING IDENTIFICATION (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

CARRIER - Used throughout this tariff to mean ATX Licensing, Inc.

COMMON CARRIER - A company or entity providing telecommunications services to the public.

HOLIDAY - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - The term "Local Access Transport Area" denotes a geographical area within which a local exchange company provides communications services.

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SECTION 1 - DEFINITION OF TERMS (Cont'd)

TELECOMMUNICATIONS - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

CUSTOMER - The calling party utilizing Carrier's services and responsible for the payment of charges, unless that responsibility has been accepted by others, such as in the case of collect and third party calls.

USER DIALED CALLING CARDS CALLS - Calling Card Calls which do not require intervention by an attended operator position to complete.

SUBSCRIBER SURCHARGE - A surcharge imposed by the Subscriber, to be paid by the User, for the use of Subscriber's telephone instruments and other facilities in obtaining access to Carrier's services.

NON-RESIDENTIAL/COMMERCIAL SERVICE - Telephone service to a location other than a dwelling, except that service to a dwelling used for both residential and commercial purposes shall be considered non-residential/commercial service.

DWELLING - A house, apartment or other location where a person resides.

RESIDENTIAL SERVICE - Telephone service supplied to a dwelling, including service provided to a location used for both residential and commercial purposes if no concurrent commercial service is provided. The term does not include telephone service provided to a hotel or motel.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Application of Tariff**

2.1.1 This tariff contains the regulations and rates applicable to resale telecommunications services provided by Carrier for telecommunications between points within the State of South Carolina. The aforementioned services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.

(a) Carrier may, from time to time, offer various enhanced services and information services within the State of South Carolina. Such services will be provided pursuant to contract and will not be governed by this tariff.

(b) Carrier may also, from time to time, offer switching or transmission to other telecommunications carriers, for resale to such companies' customers. The rates for such services will be determined pursuant to contract, to the extent authorized by the Commission, and Section 4 of this tariff will not apply thereto.

2.1.2 The services of Carrier are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services.



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SECTION 2 -RULES AND REGULATIONS (Cont'd)

2.1 Application of Tariff (Cont'd)

2.1.3 The rates and regulations contained in this tariff apply only to services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.

2.1.4 Carrier's services are furnished to pre-subscribed authorized Customers. Carrier enters into arrangements with such Customers providing for the availability of Carrier's nationwide services, including the intrastate services offered under the terms and conditions of this tariff.

2.2 Use of Services

2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.

2.2.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Use of Services (Cont'd)

2.2.3 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.4 Carrier's services are available for use twenty-four hours a day, seven days per week.

2.2.5 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

2.2.6 Carrier's services may be denied for nonpayment of charges or other violations of this tariff.

2.3 Service Availability

2.3.1 The Carrier offers services to all those who desire to purchase service with the Carrier consistent with the provisions of this tariff, Customers interested in the Carrier's services shall file a service application with the Carrier which fully identifies the Customer and identifies the services requested.

2.3.2 Service is offered subject to the Carrier's ability to technically provide the service requested and subject to the availability of the necessary facilities and/or equipment.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Liability of Carrier

- 2.4.1 Carrier shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities associated with Carrier's services, whatever shall be the cause of such failure, breakdown, or interruption and whether negligent or otherwise and however long it shall last, In no event shall Carrier's liability for any service exceed the charges applicable under this tariff to such a service.
- 2.4.2 Carrier shall be indemnified and held harmless by any Customer, user or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services; and against all other claims arising out of any act or omission of a Customer or of any other entity in connection with the services provided by Carrier.
- 2.4.3 Carrier is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services of Carrier.
- 2.4.4 Carrier shall not be liable for any personal injury, or death of any person or persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.

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SECTION 2 RULES AND REGULATIONS (Cont'd)2.4 Liability of Carrier (Cont'd)

2.4.5 Carrier shall not be liable for and shall be indemnified by any Customer, user or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Customer, user or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer, user or any other entity or any other property whether owned or controlled by the Customer, user, or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Customer, user or others, or by any installation of the Customer, user or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by Carrier which is not the direct result of Carrier's negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of Carrier.

2.4.6 Carrier shall not be liable for any failure of performance due to causes beyond its reasonable control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.

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SECTION 2 -RULES AND REGULATIONS (Cont'd)

2.4 Liability of Carrier (Cont'd)

2.4.7 The Carrier shall not be liable for :

- (a) Unlawful use or use by an unauthorized person of the Carrier's facilities and services;
- (b) Any claim resulting from furnishing, installation, operation, maintenance, or removal of facilities at the Customer's premises;
- (b) Any claim arising out of a breach in the privacy or security of communications transmitted over the Company's facilities;
- (d) Changes in any of the facilities, operations, services or procedures of the Carrier that render any facilities or services provided by the Customer obsolete, or require modification or alteration of such facilities or services, or otherwise affect their use or performance. The Carrier will endeavor to advise the Customer on a timely basis of such change.

2.5 Installation

Service is installed upon mutual agreement between the customer and the Carrier. The service agreement does not alter the rates specified in the Tariff.

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SECTION 2 -RULES AND REGULATIONS (Cont'd)

2.6 Payment for Service

2.6.1 The customer is responsible for payment of all charges for services and equipment furnished to the customer or to an Authorized User of the Customer by Carrier. All charges due by the Customer are payable to the Carrier or to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, interexchange carrier, or other billing service. Terms of payment shall be according to the rules of regulations of the agency and subject to the rules of regulatory agencies, such as the South Carolina PSC. Any objections to billed charges must be reported to the Carrier within thirty (30) days after receipt of the bill. If no objections are made within that time period, the charges will be considered as correct and undisputed. Adjustments to Customer's bills shall be made to the extent that circumstances reasonably indicated that such changes are appropriate. A maximum of one and one half percent (1 1/2 %) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears.

2.6.2 In the event the Carrier incurs fees and expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Carrier, the Customer will be liable to the Carrier, for the payment of all such fees and expenses reasonably incurred.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.7 Cancellation by Customer

Customer may cancel service by providing oral or written notice to the Carrier.

2.8 Interconnection

Service furnished by Carrier may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Carrier and is not a joint undertaking with other parties.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.9 Refusal or Discontinuance by Carrier**

Carrier may refuse or discontinue service under the following conditions, without incurring any liability for damages due to loss of telephone service to the Customer, provided that, unless otherwise stated, the Customer shall be given ten (10) days notice to comply with any rule or remedy any deficiency:

- (a) For noncompliance with or violation of any State, municipal or Federal law, ordinance or regulation pertaining to telephone service.
- (b) For use of telephone service for any other property or purpose than that described in the application.
- (c) For neglect or refusal to provide reasonable access to Carrier or its agents for the purpose of inspection and maintenance of equipment owned by Carrier or its agents.
- (d) For noncompliance with or violation of Commission regulation or Carrier's rules and regulations on file with the Commission, provided five (5) days' written notice is given before termination.
- (e) For nonpayment of bills, Carrier reserves the right to terminate/suspend service upon the following conditions:

Suspension and/or termination of service shall not be made without five (5) days' written notice to the Customer, except as follows. In cases of extreme risk involving abnormal and excessive use of toll service, service may be denied two (2) days after written notice is given to the customer, unless satisfactory arrangements for payment are made.

- (f) Immediate suspension or termination, without notice, in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Carrier's equipment or services to others.



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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9 Refusal or Discontinuance by Carrier (Cont'd)

- (g) In the event of tampering with the equipment or services owned by Carrier or its agents.
- (h) For failure or refusal to provide the Carrier with a deposit or advance payment to insure payment of bills in accordance with the Carrier's regulations or failure to meet the Carrier's credit requirements, (See Section 2.13 of this Tariff for the Carrier's current deposit payment practices.)
- (i) Immediate suspension or termination, without notice, in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Carrier may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenue resulting from such fraudulent use.
- (j) Without notice by reason of any order or decision of the court or other government authority having jurisdiction which prohibits Carrier from furnishing such service.
- (k) For failure of the Customer to make proper application for service.

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SECTION 2 -RULES AND REGULATIONS (Cont'd)

2.9 Refusal or Discontinuance by Carrier (Cont'd)

(m) Observance Of Internet Protocol

Customer shall observe all GANP (Generally Accepted Net Protocol) including but not limited to those relating to: (a) sales practices, including the prohibitions against mass unsolicited e-mail distributions (also known as "spamming"), and overt, direct advertising on discussion boards/newsgroups); (b) offensive flame wars (negative, inflammatory messages); (c) using alternate Internet access facilities from other service providers to route IP addresses furnished by Carrier or any of its backbone providers which is prohibited, and/or (d) any other behavior which reasonably could be considered harassment, including but not limited to foul language, impersonating another user or other individuals/entities, and other items. The Customer agrees to be held liable for Customer's actions and how they are interpreted by other Customers of the Internet.

In the event that Customer violates the aforementioned Internet protocol, the Customer's account may be terminated immediately at the sole discretion of Carrier with 5 days written notice and Customer will be subject to any and all remedies available to Carrier and/or its backbone providers.

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SECTION 2 -RULES AND REGULATIONS (Cont'd)2.10 Interruption of Service

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4, herein. Whenever service to any customer is inoperative,

for reasons other than those stated above, and the service remains inoperative for more than twenty-four (24) consecutive hours after being reported by the customer or having been found to be interrupted by the Carrier, the Carrier shall refund, upon request of the customer, the

prorated part of that month's monthly charge(s) for the period of days during which the telephone service was not provided. The maximum credit during a single billing period shall not exceed the amount of toll charges and monthly recurring charges. The Carrier shall have no liability for interruptions due to the negligence of the Customer, or the failure of Customer provided equipment and facilities. Interruptions caused by Customer-provided or Carrier provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access. Carrier shall have no other liability for service interruptions.

2.11 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)2.12 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the Customer unless objection is received by the Carrier within thirty (30) days after such bills are rendered. Billing disputes shall be processed by the Carrier consistent with Commission regulations. Customers unsatisfied with the Carrier's handling of a dispute may contact :

Office of Regulatory Staff  
Consumer Services Department  
P.O. Drawer 11263  
Columbia, SC 29211  
Telephone Number 803-737-5230  
Toll Free Number 1-800-922-1531  
Fax Number 803-737-4750

2.13 Deposits

The Carrier reserves the right to examine the credit record of all service applicants and require a service deposit when determined to be necessary to assure future payment. For a new customer, a maximum deposit may be required up to an amount equal to an estimated two (2) months (60 days) total bill (including toll and taxes). For an existing customer, a maximum deposit may be required up to an amount equal to the total actual bills of the highest two (2) consecutive months within the preceding six (6) months. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and the payment habits of the customer. Simple interest on deposits at the rate as prescribed by the Commission shall be paid by the utility to each customer required to make such deposit for the time it is held by the utility. The interest shall be accrued annually and payment of such interest shall be made to the customer at least every two (2) years and at the time the deposit is returned. The deposit shall cease to draw interest on the date it is returned, the date service is terminated, or on the date notice is sent to the customer's last known address that the deposit is no longer required.

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SECTION 2 -RULES AND REGULATIONS (Cont'd)2.14 Deceptive Marketing Statement

As a telephone utility under the regulation of the Public Service Commission of South Carolina, Carrier does hereby assert and affirm that as a reseller of intrastate telecommunications service, Carrier will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, Carrier will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Carrier understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

2.15 Taxes

Direct pass through charges, access fees, mandatory common carrier fees and charges, governmental surcharges and fees, and all federal, state and local taxes (i.e. sales tax, municipal utilities tax) are listed as separate bill items and are not included in the rates.

2.16 Advance Payments

For Customers whom the Carrier feels an advance payment is necessary, Carrier reserves the right to collect an amount not to exceed the monthly recurring charges associated with the service(s). This will be applied against the next month's charges and a new advance payment may be collected the following month.

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SECTION 2 -RULES AND REGULATIONS (Cont'd)

2.17 Billing Arrangements

2.17.1. Collect, Calling Card and Third Party Calls

Charges for calls of this type will be included on the User's or called or third party's regular home or business telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.

2.17.2. Credit Cards Calls

Charges for credit card calls will be included on the User's regular monthly statement from the card-issuing company and call detail will appear on the customer's monthly bill from Company or its billing agent(s).

2.18 Validation of End User Credit

Carrier reserves the right to validate the credit worthiness of Users through available credit card, calling card, and calling number verification procedures. Where a requested billing method cannot be validated, the User may be required to provide an acceptable alternative billing method or Carrier may refuse to place the call.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing and Billing of Calls

- 3.1.1 Billing for certain calls placed over the Carrier's network is based on the duration, distance and time of day of the call. Timing of each call begins as specified below, and ends when the called party hangs up.
- 3.1.2 Timing of each such call begins as specified below, determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the Switch.
- 3.1.3. Collect Calls - Timing begins when the called party accepts the responsibility for payment.
- 3.1.4. Person-to-Person Calls (other than Collect) - Timing begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- 3.1.5. All Other Calls - Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)3.2 Calculation of Distance

Where charges for a service are specified based upon distance, the following rules apply:

Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Telcordia, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

The airline distance between any two rate centers is determined as follows:

- A. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Telcordia document.
- B. Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- C. Square each difference obtained in 3.2.B above.
- D. Add the square of the "V" difference and the square of the "H" difference obtained in step 3.2.C above.
- E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

G. FORMULA = 
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$



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SECTION 3 -DESCRIPTION OF SERVICE (Cont'd)

3.3 Services Offerings

Carrier's offers and provides numerous products including:

WATS - product providing users with services over regular or enhanced facilities and circuits, with distance sensitive rates which ensure optimal savings at higher calling volumes.

800 - product providing users with services over regular or enhanced facilities and circuits, noted for superior end user service, calling cost savings and options for customizing 800 numbers.

Travel Card - product providing users with travel card services via customized 800 numbers, with cost effective rates and volume discounts services to Subscriber and Users to whom services are provided.

IntraLATA Toll

InterLATA Toll

Additionally, Carrier offers operator assisted services which consist of the provision of collect, approved telephone company calling card, credit card, room charge, billed to a third number (third party) and person to person call services provided to users pursuant to arrangements established by Carrier's Subscribers, Service is available on a full time basis, twenty four (24) hours a day, seven (7) days a week. The applicable rates for these services are set forth in Section 4 of this tariff.

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SECTION 4 –RATES

4.1 Rate Descriptions

- 4.1.1 This section sets forth the rates and charges applicable to the Carrier's general services offering.
- 4.1.2 The total charge for certain completed call is dependent on the duration, distance and time of day of the call. The usage charge element is specified as a rate per time increment which applies to each time increment of call duration.
- 4.1.2 Each such completed call will be billed based upon a minimum initial call duration with additional fractional use being rounded up to the next full time increment. Calls originating in one time period and terminated in another will be rated according to the portion of the call applicable to each time period.
- 4.1.4 Charges for services which are not distance or time sensitive shall be billed according to call duration.

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SECTION 4 -RATES (Cont'd)4.2 Usage Charges: Inbound/Outbound Domestic WATS – Dedicated (Business)

Uniform Rate Period: All calls, placed at any time, will be billed at the following uniform rate:

<u>Term</u>	<u>Rate</u>
1 Year	\$0.0690
2 Year	\$0.0625
3 Year	\$0.0590

- 30 second minimum/6 second increment billing
- Minimum 1 year term plan.
- Each toll free number will be billed \$4.00 per month.

4.3 Usage Charges: Inbound/Outbound Domestic WATS – Switched (Business)

<u>Term</u>	<u>Rate</u>
1 Year	\$0.0690
2 Year	\$0.0625
3 Year	\$0.0590

- 30 second minimum/6 second increment billing
- Minimum 1 year term plan.
- Each toll free number will be billed \$4.00 per month.

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Issued: February 2, 2005

Effective: September 9, 2005

Bruce Bennett, Vice President - External Affairs  
ATX Licensing, Inc.  
2100 Renaissance Boulevard  
King of Prussia, PA 19406

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SECTION 4 -RATES (Cont'd)4.4 Usage Charges: Domestic Corporate Travel Service

Standard Rate: \$0.2678 per minute

- Full Minute Billing

4.5 Usage Charges: Directory Assistance

Local Directory Assistance - per local call: Provides access to local number directory by dialing 555-1212.

National Directory Assistance - per local call: Provides directory access for numbers outside customer's service area by dialing 411.

National Directory Assistance - per LD/8XX call: Provides access to local number directory by dialing 1-NPA-555-1212, with "NPA" being the area code of the area for which the Customer would like to find a number.

Uniform Rate Period: All IntraLATA, Intrastate Directory Assistance calls, placed at any time, will be billed at the following uniform rate::

<u>Rate Element</u>	<u>Cost per Call</u>
Local Directory Assistance - per local call	\$0.57
National Directory Assistance - per local call	\$0.95
National Directory Assistance - per LD/8XX call	\$1.48

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SECTION 4 -RATES (Cont'd)

4.6 Account Codes

- Verifiable Account Codes
  - Lines with Verifiable Account Codes assigned will require the user to enter the correct code before making a long distance call.
  - Codes are available for both Dedicated and Switched Long Distance business customers.
  - They are available in lengths of 2-12 digits on-switch, and 2-5 digits off-network.
  - A customer will be charged a \$5.00 fee per account/per month and a one-time installation fee of \$15.00.
- Non-Verifiable Account Codes
  - Lines with Non-Verifiable Account Codes will require the user to enter a tracking code for reporting purposes.
  - Codes are available for both Dedicated and Switched Long Distance business customers.
  - They are available in lengths of 2-12 digits on-switch, and 2-5 digits off-network.
  - A customer will be charged a \$5.00 fee per account/per month and a one-time installation fee of \$15.00.

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ATX Licensing, Inc.  
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SECTION 5- PAYPHONE SURCHARGE

5.1 PAYPHONE SURCHARGE

The Payphone Surcharge shall apply to each coinless call placed by a Customer that is identified by the Company as placed from a domestic payphone by the Customer or its permitted users. This charge is for the use of the payphone instrument to access the Company's services.

Additionally, a per call surcharge shall apply to all calls to the Customer's 800/877/888 number that originate from a payphone.

Payphone Use Charge: \$0.50 per call

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SECTION 6- GUARANTEED SAVINGS PLAN™ PROGRAM

The Guaranteed Savings Plan Program is offered, at the sole discretion of Carrier, to Carrier's business customers and/or potential business customers who meet certain minimum usage thresholds. In order to qualify for this program, the applicable customer must submit and pass any and all Carrier credit requirements, execute a Service Authorization Form and a Guaranteed Savings Plan Program Agreement and commit to a minimum service term. Carrier, at its sole option, will determine the rates, discounts, service terms and any and all other terms and conditions.

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